

1885-030 Chancery Causes: Henry Lawson vs. Charles M. Hill &c
Lee Co.

Robinet, Lane

CA-Debt
T-Property

-Deed

To The Honorable John A. Kelly Judge
of The Circuit Court of Lee County:

Humbly Complaining, Sheweth unto
your Honor, your Orator Henry Lawson,
That on the 1st day of April 1878 he
obtained in the said Court a judgment
on a forfeited forthcoming bond, ag-
-ainst Charles M. Heill and Samuel
Robinson of the said County, for the
sum of \$708.06 the penalty of said bond,
but to be discharged by the payment
of \$354.03 cents with legal interest
thereon from the 30th day of January
1878 until paid and the costs of the
motion on said bond \$2.77 cents, a
copy of which judgment is herewith
filed as part hereof, marked "A"

Now your Orator would further
state That the said Charles M. Heill pur-
-chased from your Orator a certain
Tract of land, situated in said County
for which this judgment is the balance
due for the purchase price thereof.
Your Orator would further show,
unto your Honor, That he together
with his wife Jane, on the 19th day
of November 1877 made a General
Warranty deed to the said Charles M.

Hill retaining a vendor lien Thereon till the purchase price thereof should be fully paid, which said retention can be seen by a mere inspection of the deed, which is herewith filed marked "B" and prayed as part hereof.

Your orator would further shew unto your honor, that the said Charles M. Hill is now seized and possessed of the said tract of land lying and being in the said County containing by estimation two hundred and fifty acres. be the same more or less.

Your orator would further shew unto your honor, that the said Samuel R. Robnett is seized and possessed of a certain tract or parcel of land lying and being in the County of Lee and on the west fork of Black Water Creek containing by estimation one hundred acres, a full description of which said land is given in the said Robnett's deed, herewith filed marked "C" and is prayed to be considered as part hereof.

Now your orator is advised

That his said Judgment, no part
of which has been paid is a lien
under the Statute law of Virginia
on the said real estate of the said
Charles M. Hill in addition to his
Vendor lien, and is also a lien
on the real estate of the said Samuel
R. Robinett, and as to the real estate
of the said Charles M. Hill no question
of rents and profits can arise, The
sum here sought to be recovered
being for the purchase price of the
said land. But if the lands of the
said Charles M. Hill should prove
inadequate to satisfy and discharge
your orators Judgment, That then
the real estate of the said Robinett
be sold to pay the residue of your
orators debt or so much thereof as
may be necessary as the rents and
profits would not be sufficient to
pay the balance due within five
years. The prayer of your orator
Therefore is, That the said lands of the
said Charles M. Hill and Samuel R.
Robinett be sold to satisfy your
Orators said debt.

In tender consideration whereof, and

Forasmuch as your orator is remediless in the premises, save by ^{the} aid of a Court of Equity, where matters of this kind are alone and properly cognizable. Your orator prays that the said Charles M. Hill and Samuel R. Robinson be made parties defendants to this bill, and required on their Corporal Oaths to answer the same, according to their best knowledge, information and belief, that the said real estate or so much thereof as may be necessary be sold to satisfy your orator's Judgment, and that your Honor will grant unto your orator such other, further and general relief as may be consistent with equity and this case merits. May the Commonwealth assist of sub-paena per. directed &c.

Lane & Richmond
Counsellors for pett.

C. 5.77
 A. 15.00
 8. 1.00
 21.77
 Estimated 13.00
 \$ 33.77

Orclh 2.39 July 1/81
 Hyatt C 4.36 Mr. 2/1885

L & R

San Francisco Admin
 Henry Lawson &
 vs. O.B.
 Chancery

Chas M. Hill Esq.

1879 Feb. Bill Filed & paid
 Execs & Decree nisi
 Mr. D. Nisi Cont'd & set for
 hearing by Plff.
 1880 Aug Decree & Cont'd
 1881 Mar Decree & continue
 " Aug. Continued
 1882 Mr. Aug & Nov. Cont'd
 1883 Apr. Aug. & Nov. "
 1884 Cont'd this year
 1885 Mr. Decree final

Box 2500

Wm. H. Francis Co. admors of Henry Lawson decd.
vs. $\frac{2}{3}$ In Chancery,
C. W. Hill & Samuel Robinett.

Petition of W. B. D Lane Commr,
in the above named Cause, would respectfully
state, that the bond for the first instalment
of the purchase money for the land sold in
said Cause, by your Commissioner, became
due and payable on the 25th day of March
1881, and that the same, nor any part thereof
has not been paid, but is over due, and
still unpaid; It having become inconvenient
for your Commissioner, to act longer, as such
in said Cause, he prays that your Honor will
displace him, and substitute James B.
Richmond, who has consented to act in the
future, and that upon his executing bond
as the Court may require, that your Commissioner
may be ordered to deliver to him the three
several bonds, for \$135.10 each executed by
the purchaser of said land, (John A. Chandler,
Henry J. Ferguson, and Charles W. Hill, and also
the estimated costs, now in your Commr's
hands, and take his receipt for the same;
and as in duty bound your Commissioner,
will ever pray &c.

W. B. D Lane Commr,

Subscribed before me by W. B. D Lane April 1st 1881.
James W. Orr, Clerk.

M. B. D. Lane Commr. H.
In & Petition

Mrs. F. Francis admtro &c.

Charles M. Hill & others

Filed Apr 1st 1881.

Jas W Orr. Clerk.

Wm J. Francisco admr &c)

v

Deem

Charles M. Hill et al

Find

This cause came on this day to be again heard upon the papers formerly read in the cause and the report of special Commissioner J B Richmond and was argued by Counsel, and it appearing to the Court that the said Report has been filed the time required by law, and there being no exceptions thereto the same is confirmed. On consideration whereof, it is adjudged ordered and decreed that the deed heretofore filed in this cause of Lawson & wife to Charles M. Hill as executor be now delivered by the Clerk to the said Hill as a deed absolute to the premises therein described. And nothing further appearing necessary to be done, the cause is retired from the docket.

Wm F. Francisco adms

2 7 Dec
2 21 Jan
Chas M. Bill et al

March Term 1883-

Entered on 432,

J. R. Gibson clk

Enter this

J. A. K.

Mar 27th 1885-

M^{rs} J. Francisco, adm^r of Henry Lawson dec^d
M. B. In Chancery.
Charles W. Hill & other

This cause came on to be heard again
on the ~~20th~~ day of April 1881, upon the papers formerly
read, and the Petition of W. B. D Lane Commissioner
in said Cause, and was argued by Counsel, ~~and~~
~~it appearing from said Petition~~, that the first
instalment, of the purchase money for the land
sold in this Cause, is over due, and unpaid,
and that the said Commissioner is desirous to be
relieved from further action as Commissioner,
and that James B. Richmond has consented to act
as Commissioner in said Cause, for the future,
and that he has executed sufficient bond, with
good security; it is therefore ~~adjudged~~, ordered
and decreed, that Commissioner Lane, he, and
he is hereby removed from said office, and James
B. Richmond, is hereby appointed Commissioner
in said Cause, and the bond that he has executed
as such, is accepted and approved; and the said
Lane is directed to deliver, to the said Richmond
the three several bonds, executed to him, as
Commissioner, for the purchase money of the land

- heretofore sold, in this cause, each being for the sum of one hundred & thirty three dollars and ten cents; and also to pay over to him the sum of Twelve Dollars, the estimated costs now in the hands of the said Lane, and take the receipt of the said Richmond for said bonds and money; and the said Richmond may after service of a Copy of this decree upon the obligor, ^{may bring his action at law, or} in said bonds, adopt any ^{other} remedy the law affords, for the collection of any part of said bonds due and unpaid; and this cause is continued until the next Term.

Wm. H. Thorneick adms. to the

W. B. Decree

Charles M. Hill to the

March Term 1881.

Continued Page 165-

John C. Grant, Clk.

Contn

J. C. K.

Sept 27/81

Wm. F. Francisco ^{adversely}

vs.

Decree.

Chas M. Willard

This cause came on again on this the 26th day of August 1880, to be again heard upon the papers formerly read in the cause and the report of Commissioner Lane No 2 dated March 27th 1880 and was argued by Counsel. And it appearing to the Court, that the said report of the said Commissioner has been filed the time required by law, and there being no exceptions thereto. It is adjudged ordered and decreed that the said report be, and hereby is, in all things confirmed, and that the said Court pay the costs reported by him to the parties entitled thereto, and retain and collect the money evidenced by the bonds executed to himself as Commissioner. It is further ordered and decreed that the said Commissioner be authorized to bring his action at law, to enforce the pay-

ment of the said bonds at maturity
if he thinks advisable so to do, and
report his action to a future term
of this Court, and the cause is
continued

Wm. F. Francisco admr &c.

vs.

Secur

Charles M. Hill et al.

August term 1880

Entered Sept 123

H. R. St. Charles &c.

Enter this

for 24x.

Aug 26 1880

Henry Lawson Pltff.
vs. J. Duchy,
Chas. M. Hill et al. Dfts.

This Cause came on this day to be again heard upon the papers formerly read in the Cause & the Report of M. B. & Lane Comrs. filed on the 9th day of July 1879 & was argued by Counsel & it being suggested that the Plf. in this suit has died since the last term of this Court & that his Estate has been committed to Wm. H. Francisco for Administration by his Counsel said Cause is revived since hereafter he pro secuted in his name, & it appearing that the purchaser at the sale made by M. B. & Lane Comrs. on the first day of the July term of the County Court for the year 1879, failed to comply with the terms of his purchase M. B. & Lane who was appointed a Comr. for the purpose by a former Decree rendered in this Cause will proceed to sell said land as directed in said former Decree He will report his action to a future term of this Court & the Cause is continued,

Henry Lawson

113 Deere

Chas. McMillan & Co

Enter this Deere
J. A. K.
Dec. 5/79

²
Henry - Emerson
^M
Charles W. Hill & other } In Chancery

This cause came on to be heard, on the 5th day of April 1879, upon the Bill of the Plff. & the exhibits filed therewith, and was argued by Counsel, and it appearing to the Court, that each of the Defts was duly served with ^{the cause} process, and regularly motioned for hearing,; and that each of the Defts have failed to answer, upon consideration whereof it is adjudged, ordered & decreed, that said Bill be taken for confessed, and as it appears that the Plff has a judgment & renders lien upon the land of Dft Hill, and a judgment lien upon the land of the Dft Robinson, ~~therein further~~ ~~adjudged & decreed & ordered, that the Plff recover of the~~ for the sum of \$354.03 with legal interest thereon from the 30th day of January 1878, until paid, and \$2.07 the costs of a motion on a forth coming bond given upon his execution at Law, and the costs of this suit to be taxed by the Clerk of this Court, ^{it is therefore, further adjudged, ordered & decreed,} that unless the Defts or some one for them, shall within 30 days from ^{the} rising of this Court, pay to the Plff, or his agent, the said sum of \$354.03. (three hundred & fifty four Dollars & three cents) with interest as aforesaid, the costs at Law, & the costs of this suit, it shall be the duty of W. B. D. Lane, who is hereby appointed a Special Commissioner for the purpose, to sell the lands in the Bill mentioned, or so much thereof selling the land of the Dft Hill first, as shall be sufficient, to pay the said debt, interest, costs at Law, & cost of this suit, on a credit of one, two & three years, except as to the costs & expense of sale, which shall be paid down, taking from the

purchaser for the residue, bond with good security,
bearing interest from date, & payable in three equal
annual instalments, and retain the title as further
security until the purchase money is fully paid:

The said sale shall be made at the Court House
door of Lee County on a Court day, and the said ^{Commr.} ~~said~~
before making sale, shall advertise, the time, place
& terms of sale, on the said Court House, and at one or
more public places in the vicinity of the land, by
a written notice, posted at least twenty days before
said sale; and the said Commissioner will report
his proceedings to a future term of this Court, and
this cause is continued until the next term.

at Henry Lawson.
1872 Decree for sale.

Charles W. Hill & al.

March Term
1879.

Ent page 44.

Jas W. Carr, clerk.

Enter
J. A. H.
Apr. 57
1879

Henry Lawson
vs.
C. M. Hill & others } In Chancery.

The undersigned Commissioner in said Cause, would respectfully report, that having advertised as directed by a decree entered in said Cause at the March term 1879, I proceeded to sell at the front door of the Court House of Lee County, on the first day of the July term of the County Court of said County, ^{for the year 1879} on the terms prescribed in said decree, so much of the land of the said C. M. Hill, as would satisfy the principal, and interest of the Pliffs debt, and the costs of suits, and expense of sale, making in the aggregate the sum of Four hundred & thirty eight Dollars, and twenty two cents, which included ~~the~~ the costs at Law, the costs of this suit, and expense of sale, which three items aggregated the sum of Fifty three Dollars, and ninety five cents, which was required to be paid down. The mode of sale was to ascertain who would pay the said sum of Four hundred & thirty eight Dollars & twenty two cents for the least number of acres off of the west side of the said tract, as conveyed to said Hill, by Henry Lawson & wife, as shown by exhibit (B), with Pliffs Bill, and John A. Chandler offering to pay said sum of \$438.22 in the manner & mode prescribed by said decree, & to pay as part thereof, Fifty three Dollars & 95 cents, in ready money, as the amount of the costs at Law & Chancery, and expense of sale, for one hundred acres off of the west side of said tract, and no one offering to pay the said sum of \$438.22 for a less number of acres, his bid was accepted, and it was

Knocked down to said Chandler at the price of Four hundred & thirty eight Dollars, & twenty two Cents, for one hundred acres off of the west side of said tract. Your Commissioner urged said purchaser to comply with ^{the} terms of sale by paying in money, the said sum of Fifty three Dollars & ninety five cents, and to execute his several bonds, pursuant to the terms of said decree, for the balance of the purchase money, but the said Ino A. Chandler purchaser as aforesaid, wholly failed to comply with the terms of sale, without making any objection to the same, but offering as his only reason that he had been disappointed in getting some money, & hence was unable to make the payment ^{to be made} required in ready money, and at this writing he has not paid the same, or any part thereof, nor executed his several bonds, as the terms of sale required, and Your Commissioner regarding said sale as a proper one to be confirmed, he prays that the same may be confirmed, and a rule awarded on behalf of the Pltffs, against the said purchaser Ino A. Chandler, returnable to some day of the next term of the Circuit Court of this County to show Cause, if any he can, why he should not be compelled by the proper process & proceedings of said Court, to complete his purchase, and fully comply with his contract, and otherwise dealt with according to law.

all of which is respectfully Submitted,
July 9th 1879.

W. B. D. Lane
Commissioner.

Henry Lawson.
vi. Comm. Report
No. 1

C. M. Hill & Co.

Filed July 4th 1879.
James W. Orr. clerk.

Wm. J. Francisco, admr of Henry Lawson.

v.

Charles M. Hill & other } In Chancery.

The undersigned Commissioner in this cause would respectfully report, that I advertised the land mentioned in this cause, pursuant to directions prescribed by the decree referred to in the decree rendered in this cause at the November Term of the Court 1879, to be sold at the Court House door of Lee County, on the first day of the March term 1880, on the terms prescribed by the decree of the March term 1879, and on that day Charles M. Hill & John S. Chandler appeared, and John S. Chandler agreed to take One hundred acres off this tract of land conveyed by Henry Lawson & wife to the said Charles M. Hill, on the west side tract, for the ^{sum} of \$454.08 (Four hundred & fifty four Dollars & eight cents) that being the principal, interest, costs & expense of sale as of the 23rd day of March 1880, and thereupon he paid down the sum of \$54.77 (fifty four Dollars & seventy seven cents) the costs and expense of sale, and for the residue of the purchase money he executed his three several bonds for \$133.10 each, payable in one, two & three years, with interest from date, ^{the Homestead,} ~~wherein~~ ^{working} with Charles M. Hill, and Henry J. Ferguson as his co-obligors, which bonds are now in the possession of your Commissioner (to whom they were executed,) subject to the future orders of the Court.

Your Commissioner knows no reason why said sale should not be confirmed, all of which is respectfully submitted.

March 27th 1880

W. B. D. Lane Commissioner

Wm. H. Francisco admtd to
M³ Commr. Report M. D.

Charles M. Will & others

Filed Apr 30th 1880.

Jas W Orr. Clerk.

Mr J. Francisco administrator
r.

Charles M. Hill et al

Court's
Report.

The undersigned special commis-
-missioner appointed and authorized
to collect the money due in this cause
would respectfully report unto your
Honor, that he has collected and dis-
-bursed all the money due the plaintiff,
and paid the same to him, for which
he has receipts on file in his office,
after retaining commissions and fees
for collecting, and paying the costs of
this suit to the officers of the Court entitled
thereto, all which is respectfully submitted.

J B Richmond
Spec Comm.

San Francisco adms

Vol. 2 } Com
Report.

Chas. M. Willard

Virginia, La.

At a Circuit Court Continued and
held for Lee County at the Court House
thereof on Monday the 1st day of April 1878.

Henry Lawson

vs

Plff. A motion on a bond

Coming bond

Charles M. Hill & Samuel Robinson Defts. forfeited.

This day came the Plaintiff by his attorney, and
it appearing to the Court that the defendants
have had legal notice of this motion, they
were solemnly called, but came not, it is
therefore considered by the Court that the
Plaintiff recover against the defendants
\$708.06 the penalty of said bond, but which
is to be discharged by the payment of
\$354.03 with legal interest thereon from the
30th day of January 1878, until paid, and the
costs.

A Copy

Teste R. W. Orr Jr. D.C.

61.77

\$ 1.00

\$ 2.77

Henry Lawson
vs ~~the~~ City of Indt-
Chas. M. Hill et al

A^o

This deed made and entered into this the 19th day of November 1877 by and between Henry Lawson and Jane his wife of the County of Scott and State of Virginia of the first part, and Charles M. Hill of the County of Lee and State aforesaid of the second part, Witnesses. That the said Henry Lawson in the year 1856 sold a certain tract of land lying in the said County of Lee to one J. C. Rutherford, and executed his title bond for a conveyance of the same when all the purchase price thereof should be fully paid, which said title bond was by the said Rutherford afterwards assigned to the said Charles M. Hill, who executed his notes or bonds to the said Lawson for the purchase price of the said land payable in different installments, all of which have been paid except the last note, on which suit was brought and judgment obtained in the Circuit Court of Lee County Va, and remains unpaid to this date, for which said judgment interest & costs, a vendor's lien is hereby expressly retained till the said judgment is fully discharged. Now therefore in consideration of the premises the said Henry Lawson and Jane his wife do hereby grant bargain and sell, and by these presents have granted, bargained, sold and conveyed unto the said Charles M. Hill a

certain tract or parcel of land lying and
being in the County of Lee on Newmans Ridge
containing Two hundred and fifty acres be
the same more or less, and bounded as follows.
Beginning at the mouth of a Spring Branch
thence up the same to the head, thence with
a conditional line of Lawson and Livingston
to the Disk line, thence with said Disk line to
Osborn's line, and with said Osborn's line
N 64° 25' 1" E to a Sycamore on the top of a
small Ridge, N 57° 25' 41" E to an Ash, thence
N 45° E 20' to a Spanish oak and cedar, then
N 34° E 300' to a Chestnut oak, N 75° E 142'
to a Hickory on the top of a ridge, and
Orestans line, thence with a conditional line of
Lawson and Livingston with the top of said ridge
to the old Corn right line, thence down the
creek to the Beginning. To have and to hold,
with all and singular the appurtenances
thereunto belonging. The land hereby conveyed
is with general warranty.
Witness the following signatures and seals, the
day and year above written.

Henry Lawson (Seal)
James Lawson (Seal)

A Copy

Teste R. W. Orr Jr. D.C.
for James W. Orr Clerk

Charles M. Hoile
From ^{copy of} ~~the~~ ~~book~~
Henry Lawson wife

"B."

This Indenture made this November
the twentieth, in the year of our Lord, one thou-
sand Eight Hundred and sixty six, by and be-
tween Isaac H. Robins & Marthy his wife, of
the County of Lee and State of Virginia, of the
one part, and Samuel R. Robins of the County
of Lee and State of Virginia, of the other part,
Witnesseth. That the said Isaac H. Robins &
Marthy his wife, for and in Consideration of
the Sum of three Hundred Dollars to them in
hand paid, the receipt whereof is hereby ac-
knowledge, do grant, bargain and sell
unto the said Samuel R. Robins a certain
Tract of Land, lying and being in the County
of Lee and State aforesaid on the West fork
of Black Water, containing one Hundred acres
more or less, a portion of the tract where Rich-
ard Gobble now lives. Beginning on a Sycamore
and white oak on a west line of an entry
made by Thomas Osburn, and a part of the same,
and bearing date twenty first of April, one thousand
seven hundred and eighty six, thence South twenty
one pole more or less, continue on the same line
to a Concumber in Col. Mores field, thence South
eastwardly running west of a Cross fence to a
Sycamore near a Cross fence, thence North east-
wardly with a conditional fence between me
and Jesse Robins's heirs to a corner of William

S. Robinett's heirs on two small sessinons, thence
Northwestwardly with their line to a dogwood
and two Saurwoods in the head of a hollow,
thence Southwestwardly with the Cross fence
to an Elm, Sweet gum and Sourwood on Mon-
ahan's line, being a conditional line made by William
Roberts and Elisha Rogers, thence Northwardly with
the conditional line made by said Roberts and
Rogers to a Poplar, a marked tree, thence with the
same line to a Stake being the North corner of said
conditional line, thence westward to a Stake, be-
ing the Northwest corner of said Conditional
line, thence Southwardly with said line to a white
oak on the bank of said Creek, thence Crossing the
Creek a strate line to the Beginning, with all of
its appurtenances, to have and to hold the
said tract or parcel of land, with all its ap-
purtenances unto the said Samuel R. Robinett
and his heirs to the sole use and benefits unto
the said Robinett and his heirs, and the
said Robinett and his wife for themselves.
their heirs do Covenant with the said Robinett
that the said Isaac Robinett and his wife to said
Tract or parcel of land with all its appurtenances
unto the said Samuel R. Robinett and his heirs a-
gainst the claims of all persons who may hereafter
warrant and will forever defend unto the
said Samuel R. Robinett. In witnesses whereof

the said Isaac H. Robbitt and Martha his wife,
hath hereunto subscribed their name and fixed
their seals, the day and year first above
written, signed, sealed and delivered in the
presence of us.

Isaac H. Robbitt.

A copy

Teste. R. W. Orr Jr. D.C.
for James W. Orr Clerk.

Samuel R. Robinett
From ²/₃ Copy of Deed.
Isaac H. Robinett

6.

Know all men by these presents, that
we J. B. Richmond & M. O. Richmond are held &
firmly bound unto the Commonwealth
of Virginia in the just and full sum of
eight hundred dollars for the payment
thereof well and truly to be made to the said
Commonwealth, we bind ourselves, our
heirs, executors and administrators
jointly and severally, firmly by these pre-
sents. And we hereby waive the benefit of our
homestead exemptions, as to this bond.

Witness our hands and seals April 1st 1881.

The condition of the above obligation is such
that whereas, in a chancery cause now pending
in the Circuit Court of Lee County Virginia,
in which Wm. F. Francisco Adm. of Henry
Lawson decd is Plaintiff, and Chas. M. Hill et
al defendants, the above bound J. B. Richmond

— were appointed commission-
ers, and sold certain lands in said cause
belonging to said Hill, and have been
directed to collect the purchase money for
said land. Now if the said J. B. Richmond
shall well and truly pay over and dis-
burse said purchase money as directed by
the court, then this obligation to be void, oth-
erwise to remain in full force and virtue.

J. B. Richmond
M. O. Richmond

Wm F. France Adm of
Henry Lawson decd
vs } Bond of Council
Chas W. Hill et al

Apr 81

H. P. Long
v.
A. J. Gilliam et al

Plffs
Brief

The Plaintiff should recover in this case against both Gilliam and Geary.

Because, The bond which is the subject of litigation here, after having been executed by Geary to Ely was assigned for value to Long, ^{whom} the property in the bond was vested, of which assignment and ownership the said Gilliam and Geary had notice. Long then mortgaged or pledged this bond on the 29th day of September 1884 to Gilliam and secured a loan of Fifteen dollars, payable in 60 days from said 29th day of September 1884. This time however, need not be strictly adhered to, but a reasonable time within which to pay the money is, always the pledgee, the pledgee having no ownership, but only a special property in the thing pledged, but even if the law required the money to be paid strictly within the time, in ^{this} case the evidence clearly shows, that the Money order was purchased by Long, and by due course of

mail reached Gilliam. The letter of advice reached the P. M. at Rogersville the place of payment on the 26 day of November 1884 after having been mailed at Terre Haute Indiana on the 24th of same month. and Worley P.O. where Gilliam resided and who was then P. M. at that place, was only 12 miles distant from Rogersville, on the line of a daily mail. Then if the money order was sent contemporaneous with the letter of advice, it reached Gilliam on the 27th day of November 1884, two days before the time expired. See Caldwell's deposition.

That the money order was purchased by Long and mailed direct to Gilliam at Worley his Post office address on the 24th of November 1884, there can be no doubt, see Long's deposition.

That Gilliam rec'd the money order in due season there can be no doubt, see his letters marked exhibit A. & B. In these letters he acknowledges receipt of the money order, but does not fix the time, and if the letter of advice and the money order were sent by mail at the same time, and the letter of advice reached the P. M. at Rogersville on ~~the~~

26th - 2 days after its mailing, is not fair to presume that the money order travelled as rapidly as the advice letter and both reached Rogersville together on the 26th of November 1884 and on the next day by noon at latest the money order reached Gilliam, and the mail being daily and the distance only 12 miles and the 27th being Saturday. but if it did not reach him on the 27th there were two days yet left for its arrival - it did arrive and was paid to Gilliam on his order. In depositions of Caldwell - that he paid the money order promptly, there can be no doubt, and his effort to defraud Long out of his money is so glaring, that the Court will experience no difficulty in its detection - his reasons are false, and his attempted excuses flagrantly untrue. in connection with his letter to show his malafides, read the Postal Regulations Page 653.

To charge Yeary written notice was served on him not to pay the ^{note} money to ~~any one except himself~~ ^{Gilliam}, as the note was his i.e. Long. This notice Yeary acknowledges to have received in July 1886. yet after notice of ownership by Long. Yeary in ~~after~~

1886. pay the money to William as he
answers in his answer, or rather pur-
chases his own note for \$80.00. a
glaring and mark of participation
in the attempted fraud of William.
This George could not do, and then
shield himself from the payment
of the money evidenced by the note
to Long. Simply and only because
he thought he had the right to pay
his note, to whomsoever he pleased,
or in whose possession he might
happen to find it. True possession
is prima facie evidence of ownership,
but here, he had full notice, that
William had no property whatever
in the note, and his payment
in this manner does not discharge
his obligation to pay to Long.

R & O -
for recd

240

Long }
r } Brief
George }

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *Charles M. Hill and*
Samuel R. Robinett

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

Feb'y. next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them by *Henry Lawson*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *24th*
day of *Jan'y* 187*7*; in the *103rd* year of the Commonwealth.

J. W. Orr Jr. D. **CLERK.**

LOR

Henry Lawson
vs. Spain Chy.
Charles M. Hillbald

Feb. Rules 1877.

Executed by delivering
a copy of the within
to each of the wets.
this Jan. 31st 1877.

S. J. Ely D.S.
for S. S. Ely S.L.C.